

~~BK 22031 1487~~

Corrected Deed Exempt: 58.1-810 (2)
 Consideration: \$250,000.00
 Assessed: \$1,027,820.00

Grantee Exempt: 58.1-811(A) (3)
 TM 040-3-01-0059, -0061A, -0064, -0065
 Prepared By: Northern Virginia Conservation Trust, Inc.

Corrected Deed includes "Exhibit B" which was not included as originally recorded.

Escrow One, Ltd.
 Box 125

CORRECTED

SPECIAL WARRANTY DEED SUBJECT TO RESERVED CONSERVATION EASEMENT

CORRECTED

This SPECIAL WARRANTY DEED SUBJECT TO RESERVED CONSERVATION EASEMENT (hereinafter "Deed" refers to the overall document/fee transfer; and "Conservation Easement" refers to the retention/reservation of restrictions protecting conservation values) is made this 16th day of December, 2011, by and between the Northern Virginia Conservation Trust, a Virginia non-profit corporation having its headquarters at 4022 Hummer Road, Annandale, Virginia 22003 for itself, its agents, successors and assigns (collectively, "NVCT" or "Grantor"), and the Fairfax County Park Authority having its headquarters at 12055 Government Center Parkway, Fairfax, Virginia 22035, for itself, its agents, successors and assigns (collectively, "FCPA" or "Grantee").

WITNESSETH

Grantor, whose primary purpose is protecting the natural and historic resources of Northern Virginia, is a non-profit corporation incorporated under the laws of the Commonwealth of Virginia as a tax exempt public charitable organization under Section 501(c)(3) of the Internal Revenue Code, qualified under section 170(h) of the Internal Revenue Code to receive qualified conservation contributions, and authorized to acquire and hold conservation easements under the Virginia Conservation Easement Act (Va. Code § 10.1-1009 to § 10.1-1016 (2006)).

Grantee is a body corporate and politic and is authorized to purchase the subject Property from Grantor for use as a public park.

The property identified below has been acquired or developed with federal assistance provided by the National Park Service of the Department of the Interior in accordance with the Land and Water Conservation Fund Act of 1965, as amended, 16 U.S.C. 4601-5 et seq. (170 ed.). Pursuant to a requirement of that law, this Property may not be converted to other than public outdoor recreation uses (whether by transfer, sale, or in any other manner) without the express written approval of the Virginia Department of Conservation and Recreation and the secretary of the Department of the Interior. By law, the secretary shall approve such conversion only if it is in accord with the then existing Statewide Comprehensive Outdoor Recreation Plan (SCORP) and only upon such condition as the substitution of other recreation properties are of at least equal fair market value and of reasonably equivalent usefulness and location.

The Grantor is the fee simple owner of real property, consisting of four (4) parcels of land totaling approximately 7.2 acres in Fairfax County, Virginia (hereinafter, collectively, the "Property"), more fully described in Exhibit A attached hereto. The Land and Water Conservation Fund (LWCF) grant noted above applies to slightly less than the full acreage of the Property to account for utility easements and/or rights of way, as detailed on the LWCF Section 6(f)(3) Boundary Map in Exhibit B attached hereto.

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NOW THEREFORE WITNESSETH, that for and in consideration of the sum of \$250,000.00, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby convey in fee simple with Special Warranty of title subject to a reserved conservation easement, the Property unto the Grantee.

Grantor does hereby bind itself and its successors and assigns to WARRANT SPECIALLY the Property hereby conveyed unto Grantee, its successors and assigns, against every person lawfully claiming by, through, or under Grantor, but not otherwise. This conveyance is made subject to the Conservation Easement reserved herein, in addition to other restrictions, covenants, conditions, easements and other matters of record, insofar as they may legally affect the Property.

The terms of the Conservation Easement are set out in detail below, on the basis of the following facts and circumstances:

- A. PROTECTED PROPERTY. The Conservation Easement covers the entirety of the Property.
- B. AUTHORITY. The Conservation Easement is made pursuant to the Virginia Conservation Easement Act (Va. Code § 10.1-1009 to § 10.1-1016 (2006)), which declares that conservation easements serve a public purpose by retaining or protecting natural or open-space values of real property; assuring its availability for agricultural, forestal, recreational, or open-space use, protecting natural resources, maintaining or enhancing air or water quality, or preserving the historical, architectural and/or archaeological aspects of real property.
- C. PURPOSE. It is the purpose of the Conservation Easement to forever preserve and protect the natural, scenic and open space values (collectively, "conservation values") – detailed below in Section 1 – of great importance to the Grantor, the people of Fairfax County and the people of the Commonwealth of Virginia; and to prevent any use of the Property that will significantly impair or interfere with the conservation values of the Property.
- D. EXISTING AND FUTURE USES AND IMPROVEMENTS. Historically, the Property has been used for open space, residential purposes, and keeping and grazing goats, horses, mules and other domestic animals. Previously existing conservation easements on the Property – described in more detail in section 4 below – allowed only these types of uses and limited the possible residential uses in order to protect the conservation values of the Property. Use restrictions under this Conservation Easement are described in particularity in Section 4 below.

NOW THEREFORE, the Grantor hereby reserves and holds a conservation easement ("Conservation Easement") over the Property, forever and in perpetuity, of the nature and character and to the extent hereinafter set forth, with such Conservation Easement comprising an

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integral part of this Deed because the Conservation Easement restricts in perpetuity the uses that may be made of the Property. The Conservation Easement shall NOT be construed to allow an activity or use that would otherwise be prohibited under the LWCFA.

The following are the terms of the Conservation Easement: in recognition of the above and in consideration of the mutual covenants, terms, conditions, and restrictions contained herein, and pursuant to the laws of the Commonwealth of Virginia and in particular the Virginia Conservation Easement Act, Grantor and Grantee agree as follows:

1. Conservation Values. The conservation values of the Property include, but are not limited to, numerous large mature trees and scenic, and park-like open space in an otherwise congested and heavily developed area. The conservation values are further documented in an inventory of relevant features (the "Baseline Documentation Report," or "BDR") of the Property, dated April 2000, kept on file at Grantor's offices and incorporated herein by reference. Additionally, under the LWCF, the Property may be used only for public outdoor recreation purposes (*see* 16 U.S.C. § 460l-8(f)(3)), which use itself constitutes another conservation value protected under this Conservation Easement. The parties agree that, following Grantee's conversion of the Property from residential use to public parkland, Grantor will update the BDR to reflect any changes and improvements in conservation values on the Property, and that such updated BDR requires Grantee's approval (with Grantee not unreasonably withholding such approval) before it may replace the original BDR as an objective, though nonexclusive, information baseline for monitoring compliance with the terms of this reservation.

Grantor and Grantee agree that conveying the Property to Grantee only for public outdoor recreation purposes, subject to LWCF requirements and the restrictions in this Conservation Easement, will preserve and enhance the conservation values on the Property.

2. Grantor's Right to Protect Conservation Values. Grantor reserves and retains the right to preserve and protect the conservation values of the Property in perpetuity by enforcing the terms of this Conservation Easement against the Grantee, its successors, and assigns, and any other future grantee or owner of the Property by any method allowed under Virginia law. The Grantor and Grantee hereby agree that the conservation values of the Property shall be preserved, protected and maintained in perpetuity, and that the existing conservation values are enhanced by the change in use of the Property from residential to public parkland for the exclusive, permanent use for public outdoor recreation purposes, as provided in this Conservation Easement

3. Definitions.

Grantor: "Grantor" includes NVCT and its personal representatives, successors and assigns.

Grantee: "Grantee" includes FCPA and its personal representatives, successors and assigns.

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Large Sports Fields/Facilities: Large sports fields/facilities include those fields and facilities typically required for sports including, but not limited to, soccer and baseball which necessitate large expanses of cleared, graded playing surface along with significant parking areas to accommodate such uses.

Protected Property: The "protected property" consists of the entirety of the Property conveyed in the Deed, more fully described in Exhibit A attached hereto.

Public Outdoor Recreation Purposes: "Public outdoor recreation purposes" as used in this Conservation Easement includes those purposes allowed on properties acquired with the assistance of LWCF grant money (see 16 U.S.C. § 460l-4 to § 460l-11).

Structures and Improvements: "Structures and improvements" as used in this Conservation Easement include buildings, recreational courts, walls, driveways, parking areas, and areas of impermeable surface, but do not include small structures with minimal footprints which do not significantly impact conservation values, such as lawn sculptures and mailboxes, structures or improvements designed for the purposes of combating erosion or flooding or to enhance habitat values, or structures placed on the Property for limited, short periods of time, such as a tent for a party.

4. Previous Conservation Easements. This Conservation Easement replaces all previous conservation easements, as amended, on the Property. The four (4) previous conservation easements held by Grantor on the Property, one on each of the four (4) parcels, that are hereby subsumed, extinguished, revoked, and replaced by this Conservation Easement, are identified and found in the land records of Fairfax County, Virginia as follows:

- i. For Parcel 59, the Deed of Conservation Easement dated April 17, 2000, was recorded on May 11, 2000, in the Land Records in Deed Book 11348 at page 1150, and was not amended;
- ii. For Parcel 61A, the Deed of Conservation Easement dated April 17, 2000, was recorded on May 11, 2000, in Deed Book 11348 at page 1134, and was amended in a Deed dated March 10, 2003, that was recorded on March 10, 2003, in Deed Book 14095 at page 332;
- iii. For Parcel 64, the Deed of Conservation Easement dated April 17, 2000, was recorded on May 11, 2000, in Deed Book 11348 at page 1142, and was amended in a Deed dated March 10, 2003, that was recorded on March 10, 2003, in Deed Book 14095 at page 378; and
- iv. For Parcel 65, the Deed of Conservation Easement dated April 17, 2000, was recorded on May 11, 2000, in Deed Book 11348 at page 1126, and was

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amended in a Deed dated March 10, 2003, that was recorded on March 10, 2003, in Deed Book 14095 at page 361.

5. Restrictions. Any activity on or use of the Property inconsistent with the purpose of the Conservation Easement is prohibited. In addition to the foregoing, the Conservation Easement is subject to the following conditions, which shall apply to the Property:

5.1. Public Outdoor Recreation Uses. The Property may be used in perpetuity solely for public outdoor recreation purposes, as required under both the terms of this Conservation Easement and the LWCF (*see* 16 U.S.C. § 460l-8(f)(3)). Permissible uses on the Property shall be limited to those uses which are associated with public outdoor recreation and which do not permanently impair the conservation values of the Property. Such uses include, but are not limited to, preparation of the Property for use as a public park including grading, demolition of existing residential and out-building structures, construction of a parking area(s) and right-of-way access, and installation and/or construction of public outdoor recreation amenities such as picnic tables, benches and interpretive signs, trails, community gardens, playgrounds and tot lots; and subsequent utilization of the park and its amenities by the public. Large sport fields/facilities are NOT permitted, as they would interfere with the natural, scenic and open space conservation values of the Property.

5.2. Subdivision, Consolidation, & Boundary Line Adjustments. The Property shall not be further divided or subdivided into smaller parcels. However, the separate parcels that constitute the Property as of the date of this Deed may be consolidated to result in larger parcels; and no such consolidation shall have any effect on the Conservation Easement. Therefore, any resulting parcel post-consolidation shall still be subject to this Conservation Easement. Boundary line adjustments with adjoining parcels of land - including adjustments among the four adjoining parcels that make up the Property - are permitted and shall not be considered a prohibited division of the Property, provided that the Grantor is notified prior to the completion of any such boundary line adjustment and at least one of the following conditions is met: (1) the entire adjacent parcel is subject to an existing, recorded conservation easement; or (2) the proposed boundary line adjustment is reviewed and approved in advance by the Grantor.

5.3. Structures and Improvements. Except as set forth below, no permanent structures or improvements shall hereafter be placed, constructed or maintained on the Property.

5.3.1. Existing Structures and Improvements. It is anticipated that Grantee will demolish the existing structures and improvements on the Property without limitation as part of the transition of the Property from residential to public park use. However, Grantee may maintain, repair or rebuild such existing structures and improvements as stated in section 5.3 herein.

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5.3.2. New Structures and Improvements. Notwithstanding any other provision of this Deed of Conservation Easement, new non-residential structures or improvements that promote the use of the Property for public outdoor recreation may be built and maintained on the Property as stated in section 5.3 herein.

5.4. Trees. Grantor and Grantee agree that removal, destruction, and cutting of living trees is permitted in areas where the location of trees would prevent construction and maintenance of park-related structures permitted under this Conservation Easement without any notice to the Grantor, although all structures should be sited and built, insofar as practicable, to minimize impacts to living trees. The removal, destruction, and cutting of living trees is prohibited where the location of trees would not prevent construction and maintenance of park-related structures, except when such removal, destruction, or cutting of living trees is for the following purposes:

(a) Application of sound practices for disease or insect control;

(b) Removal of any tree which the Grantee determines to be diseased or a safety concern or threatens to impair the conservation values of the Property after notice is given to the Grantor; however, in an emergency where trees present a clear threat to the safety of structures, improvements, personal property or persons who may visit the Property, Grantee may take action to remove or otherwise address the threat before giving notice to the Grantor. After the emergency is abated, the Grantee shall notify the Grantor as soon as practicable thereafter; and

(c) Removal of non-native invasive species as determined in the sole discretion of the Grantee.

5.5. Lighting. Lighting on the Property shall be limited to that necessary for security and public safety, and that which otherwise facilitates or enhances the public's outdoor recreation use.

5.6. Excavation/Fill/Changes to Topography. There shall be no mining, excavating, dredging, or removing from the Property of soil, loam, peat, gravel, sand, hydrocarbons, rock, or other mineral resource or natural deposit and no changing of the topography through the placement of soil or other substance or material such as land fill or dredging spoils, except for: (1) activities on the Property otherwise permitted by this Conservation Easement, including permitted construction and activities consistent with the use of the Property for public outdoor recreation, but not for large sport fields/facilities; (2) combating erosion or flooding or to enhance wildlife habitat; and (3) excavating archaeologically significant deposits, sites or features, provided that such excavation is conducted under the supervision of a qualified archaeologist and the plans receive prior approval by Grantor. Nothing contained herein shall be construed to preclude the Grantee from maintaining reasonable supplies of stone, fill dirt, topsoil, or

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other typical, natural materials on the surface of the land, for non-commercial, public outdoor recreation use in conjunction with the permitted activities set forth herein.

5.7. Dumping. There shall be no dumping, burying, or storing of waste, sewage, garbage, vehicles or appliances, or any toxic or hazardous materials on the Property, except for: (1) routine storage of garbage and wastes from permitted uses of the Property pending transport for proper disposal; (2) garbage and wastes which flow into proper septic or other appropriate waste disposal systems; (3) materials, such as gasoline and diesel fuel, which are customarily used on public parkland properties and are stored pending such use; (4) vehicles and farm equipment as necessary for permitted uses on the Property; and (5) biodegradable materials generated and utilized on the Property to further the permitted uses of the Property while maintaining the conservation values described herein.

5.8. Public Utility Prohibition. No major public or private utility installation, such as cellular telephone towers or exchanges, electric generating plants, electric power substations, high tension electric power transmission lines, gas generating plants, gas storage tanks, water storage tanks or reservoirs, sewage treatment plants, or microwave relay stations, shall be constructed or placed on the Property.

6. Grantee's Reserved Rights. The Grantee hereby reserves the following rights, subject to any prohibitions, restrictions or requirements under the LWCF:

6.1. The right to undertake any activity or use of the Property not specifically prohibited by this Conservation Easement.

6.2. The right to sell, give, mortgage, lease, or otherwise convey or encumber the Property after giving notice to the Grantor.

6.3. The right to maintain, repair, remove, or rebuild existing structures, and to construct additional new structures and improvements, to the extent such structures and improvements promote the use of the Property for public outdoor recreation purposes. If Grantee demolishes and rebuilds, there shall be no increase in the overall amount of impervious surface on the Property or the height of the existing structures as established in the BDR, and Grantee must obtain the approval of the Grantor before rebuilding.

Non-residential structures or improvements that promote the use of the Property for public outdoor recreation may be built and maintained on the Property. These structures and improvements may include, but are not limited to, public parking lot(s), restrooms, benches, interpretive signs, picnic areas, trails, community gardens, playgrounds, and tot lots. Permitted new structures and improvements shall not include those associated with large sport fields/facilities such as towers for lighting sports activities or bleachers. Additionally, all permitted structures and improvements should

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be built, insofar as practicable, to blend with the natural landscape and in a manner that minimizes soil erosion and damage to living vegetation.

6.4 The right to name the public park in accordance with Park Authority policy regarding the naming of public facilities, although Grantee hereby promises to make every reasonable effort to name the park "Lily Ruckstuhl Park" in honor of Dr. Lily Ruckstuhl.

7. Grantee's Retained Duties. The Grantee acknowledges that it has the rights and responsibilities that accompany fee simple ownership of the Property.

8. Monitoring. Grantor shall have the right with reasonable notice, to enter upon the Property at reasonable times to monitor Grantee's compliance with and otherwise enforce the terms of this Conservation Easement.

9. Enforcement and Remedies. Upon any breach or threatened potential breach of this Conservation Easement by Grantee, and subject to and in accordance with Virginia law, Grantor shall be entitled to pursue any cause of action which may be available to Grantor at law or in equity to prevent or correct any breach of such covenants and restrictions, including obtaining injunctive relief to prevent or rectify any breach of this Conservation Easement. In any such action, Grantee shall have any defense (including but not limited to any plea in bar) that is currently available to Grantee or that becomes available to Grantee under Virginia law, and this Deed is not and shall not be construed as a waiver of any such defense. The Grantor may, after reasonable notice of at least 30 days to Grantee, take such legal or equitable action as the Grantor determines to be necessary or appropriate to enforce the covenants and restrictions set forth in this Conservation Easement.

10. Effect of Failure to Enforce. Any forbearance by the Grantor to exercise its rights under this Conservation Easement in the event of any breach of any term of this Conservation Easement by Grantee shall not be deemed or construed to be a waiver by Grantor of such term or of any subsequent breach of the same or any other term of this Conservation Easement or any of the Grantor's rights under this Conservation Easement.

11. Acts Beyond Grantee's Control. Nothing contained in this Conservation Easement shall be construed to entitle the Grantor to bring any action against the Grantee for any injury to or change in the Property resulting from causes beyond Grantee's control, including without limitation, fire, flood, storm, and earth movement, or from any prudent action taken by the Grantee to prevent, abate, or mitigate significant injury to the Property.

12. Control. Nothing in this Conservation Easement shall be construed as giving the Grantor any right or ability to exercise physical or managerial control over the operations of the Property or any of Grantee's activities on the Property, or to otherwise become an owner or operator with respect to the Property within the meaning of the federal Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended.

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13. Density Determinations. For the purposes of determining density, lot coverage, or open space requirements under otherwise applicable laws, regulations, or ordinances controlling land use and building density, the Property shall not be included as part of the gross area of other property not subject to this Conservation Easement except for public institutions and/or public uses. No development rights which have been encumbered or extinguished by this Conservation Easement shall be transferred pursuant to a transferable development rights scheme, cluster development arrangement, or otherwise, to any other land except for land used by public institutions and/or for public uses.

14. Mortgages and Deeds of Trust. The Property has not been subjected to any mortgages or deeds of trust during Grantor's ownership of the Property, and the Grantee certifies that, on the date this Deed is executed and accepted, it has not subjected the Property to any mortgages or deeds of trust.

15. Sale or Transfer. Grantee is subject to the requirements of the LWCF regarding sale or transfer of the Property. To the extent Grantee can sell or transfer the Property under those requirements, Grantee agrees to incorporate in whole or by reference the terms of this Conservation Easement in any deed or other legal instrument by which it divests itself of any interest in all or a portion of a legal property interest in the Property including, without limitation, a leasehold interest. Moreover, in any deed conveying all or any part of the Property, this Conservation Easement shall be referenced by Deed Book and Page Number in the deed of conveyance. Grantee further agrees to give notice to the Grantor of the transfer of any interest at least thirty (30) days prior to the date of such transfer. The failure of the Grantee to perform any act required by this paragraph, including but not limited to the requirements of the Land and Water Conservation Fund regarding sale or transfer of the Property, shall not impair the validity of this Conservation Easement or limit its enforceability in any way, or invalidate any conveyance from the Grantee to any other person.

16. Assignment. Grantor may assign, upon prior notice to Grantee, its rights under this Conservation Easement to any entity that is a "qualified organization" within the meaning of § 170(h)(3) of the federal Internal Revenue Code (or any successor provision then applicable) and a "holder" or "public body" within the meaning of the provisions of §§ 10.1-1009 and 10.1-1700 of the Code of Virginia (or any successor provisions then applicable), and Grantor covenants and agrees that the terms of any assignment will be such that the assignee will have the same rights and duties as the Grantor under this Conservation Easement.

17. Successors, Assigns and Third Party Users of Property. This Conservation Easement shall be binding upon the Grantor, including all successors and assigns, future owners of all or any portion of the Property, and their personal representatives and heirs, and upon any third party users of the Property, and shall constitute a servitude upon and touching the Property and shall continue as a servitude running in perpetuity with the Property. Moreover, Grantor agrees to provide a copy of this Conservation Easement to any and all successors and assigns; and to any and all third parties using the Property with the permission or knowledge of the Grantor and whose use may significantly impact the conservation values of the Property. The

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failure of the Grantor to perform any act required by this paragraph shall not impair the validity of this Conservation Easement or limit its enforceability in any way.

18. Termination of the Grantor. Whenever the Grantor, or the successors or assigns thereof, shall cease to exist, this Conservation Easement and any right of enforcement shall vest in the Virginia Outdoors Foundation. If the Virginia Outdoors Foundation, or the successors or assigns thereof, should cease to exist, or should not qualify as a "qualified organization" under Section 170(h) of the Internal Revenue Code (or any successor provision then applicable) or should otherwise cease to be eligible to receive this Conservation Easement directly under the Virginia Conservation Easement Act (or its successor provisions then applicable), then this Conservation Easement and any right of enforcement shall vest in the Commonwealth of Virginia. See Virginia Code § 10.1-1015.

19. Modification. Grantor and Grantee may jointly amend this Conservation Easement provided that no amendment shall be allowed that will affect the status of the Grantor under §501(c)(3) and §170(h) of the Internal Revenue Code (or any successor provisions then applicable) or Chapters 10.1 and 17 of Title 10.1 of the Code of Virginia (or any successor provision then applicable), and also provided that no amendment shall permit any activity that would otherwise be prohibited under the LWCF. Any amendment of this Conservation Easement must be consistent with the purpose of this Conservation Easement, and shall not affect its perpetual duration. Any such amendment shall not be effective unless and until the amendment is recorded in the land records of Fairfax County.

20. Property Right Vests in Trust; Extinguishment. Grantor and Grantee agree that this Conservation Easement immediately vests in the Grantor a property right pursuant to Treas. Reg. § 1.170A-14(g)(6) with a fair market value equal to the proportionate value that Conservation Easement bears to the value of the Property as a whole. If the restrictions of this Conservation Easement are extinguished by a judicial proceeding, the Grantor's proceeds from a subsequent sale or exchange of its rights and interests in the Property will be used by the Grantor in a manner consistent with the conservation purposes of the original contribution.

21. No Merger. Grantor and Grantee agree that in the event Grantor re-acquires a fee interest in the Property, this Easement shall not merge into the fee interest, but shall survive the deed and continue to encumber the Property.

22. Liberal Construction. Any general rule of construction to the contrary notwithstanding, this Conservation Easement shall be liberally construed in favor of the reservation to affect the purpose of this Conservation Easement and the policy and purpose of the Virginia Conservation Easement Act. If any provision in this Conservation Easement is found to be ambiguous, an interpretation consistent with the purpose of Conservation Easement that would render the provision valid shall be favored over any interpretation that would render it invalid.

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23. Severability. If any provision of this Conservation Easement is found to be invalid, the remainder of the provisions of this Conservation Easement shall not be affected thereby. If the application of any provision of this Conservation Easement to any person or circumstance is found to be invalid, the application of such provision to persons or circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected thereby.

24. Notice & Requests for Approval. In any case where the terms of this Conservation Easement require notice to or approval of the Grantor, such notice or request for approval shall be governed by the following terms:

24.1 Such notice or request shall be in writing;

24.2 Notice of an activity and requests for approval must describe the activity in question in sufficient detail to permit the Grantor to make an informed judgment as to the activity's consistency with the purpose of this Conservation Easement;

24.3 If the Grantor assigns this Conservation Easement, Grantor shall provide Grantee with the assignee's contact information including mailing address. If no such contact information is provided, notice to the original Grantor address listed below shall be deemed adequate;

24.4 The Grantor shall have forty-five (45) days from the receipt of a requests for approval (or such longer period as the parties may agree to in writing) within which to review such request and grant or deny approval. Such approval shall not be unreasonably withheld. If the Grantor fails to respond within forty-five (45) days, the proposed activity shall be deemed approved;

24.5 Written notices, requests for approval, and any response to a request for approval shall be hand delivered or mailed or sent by registered or certified mail or by FedEx or a similar public or private courier service which provides notification to the sending party of the receipt of delivery by the addressee. Any such writing shall be deemed received on the day of hand delivery or, if mailed or sent by a service, three (3) days after mailing or sending if the item is properly addressed as follows: (a) if to Grantor, it shall be addressed to Trustees for the Northern Virginia Conservation Trust, Packard Center, 4022 Hummer Road, Annandale, VA 22003; and (b) if to Grantee, it shall be addressed to Fairfax County Park Authority, 12055 Government Center Parkway, Suite 927, Fairfax, VA 22035-1118, Attention: Director, with a copy to the County Attorney, Office of the County Attorney, 12000 Government Center Parkway, Suite 549, Fairfax, Virginia 22035-0064. Any party can change the address to which or person to whom notices are to be sent by giving notice to the other party pursuant to this paragraph.

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BK 22079 2117

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By acceptance of this Deed, Grantee accepts the Deed restrictions herein, including those restrictions under the LWCF that are referred to herein.

FURTHER WITNESS THE FOLLOWING SIGNATURES AND SEALS ON SEPARATE PAGES:

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GRANTOR :

Michael A. Nardolilli

Michael A. Nardolilli, Grantor, as President
of the Northern Virginia Conservation Trust

COMMONWEALTH OF VIRGINIA)

) to wit:

COUNTY OF FAIRFAX)

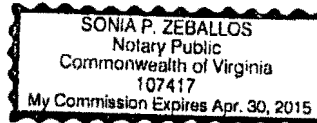
The foregoing instrument was acknowledged before me this 05 day of
August 2011, by Michael A. Nardolilli, Grantor, as President of the Northern
Virginia Conservation Trust, the Grantor hereunder.

By: Sonia P. Zeballos

Notary Public

My commission expires: 04.30.2015

Notary Registration Number: 107417



~~BK 22031 1500~~

ACCEPTED AS TO FORM:

CAC
Assistant County Attorney



GRANTEE:

FAIRFAX COUNTY PARK AUTHORITY

Accepted on behalf of the Board of the
Fairfax County Park Authority by authority
granted by said Board.

By: JW Dargle, Jr.
John W. Dargle, Jr., Director

COMMONWEALTH OF VIRGINIA)

) to wit:

COUNTY OF FAIRFAX)

The foregoing instrument was acknowledged before me this 9 day of
August 2011 by John W. Dargle, Jr., Director, Fairfax County Park Authority,
the Grantee hereunder.

By: Jill Heaton Latham
Notary Public

My commission expires: 02/28/14

Notary Registration Number: 7036432

~~BK 22031-1501~~

EXHIBIT A

PROPERTY DESCRIPTIONS

The Property is comprised of four (4) adjacent parcels, each described in more detail as follows:

1. Parcel identification number 040-3-01-0059 ("Parcel 59"), with the property interest conveyed to the Fairfax County Park Authority (FCPA) in the Deed attached hereto being the same as that conveyed to the Northern Virginia Conservation Trust (NVCT) by deed dated July 23, 2009, and recorded on July 28, 2009, in the Land Records of Fairfax County, Virginia (the "Land Records") in Deed Book 20617 at page 0746:

Being all of that piece or parcel of land situate lying and being in the County of Fairfax, Virginia, also being part of Lot 59, Block 1, Tax Map 40-3 and being more particularly described as follows:

Beginning at a pipe found at the corner common to Lots 59, 61, 62 and 65, Block 1, Tax Map 40-3, said point of beginning having Virginia State Plane Coordinates, North Zone, North 449,980.853 and East 2,368,285.022 also being the northwesterly corner of Lot 59, thence running with the rear lines of Lots 65 and 68;

- 1) North 54°31'43" East, 272.30 feet to an iron pipe found at the northwesterly corner of Gorham Cemetery (also known as Lindsay Cemetery), also being Lot 66, thence with said Lot 66
- 2) South 74°31'30" East, 208.97 feet to a rebar with cap set, thence with Parcel 58A
- 3) South 85°36'42" East, 120.93 feet to a rebar with cap set, thence with a parcel conveyed to the Washington Metropolitan Transit Authority
- 4) South 62°45'04" West, 34.39 feet to a rebar with cap set, thence
- 5) South 01°12'31" West, 59.50 feet to a concrete monument found, thence with the Right-of-Way line of Interstate Highway I-66
- 6) South 52°45'04" West, 250.00 feet to a point, thence
- 7) South 61°14'49" West, 180.90 feet to a rebar with cap set, thence with the easterly line of Lots 60 and 61A, Block 1, Tax Map 40-3

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Tax ID Nos. 0403-01-0059, 0061A, 0064, and 0065

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~~BK 22031 1502~~

8) North 34°55'04" West, 275.17 feet to the point of beginning, containing 2.5797 acres of land.

Subject to any and all easements, covenants, conditions, restrictions and other matters of record, insofar as they may legally affect the Property.

2. Parcel identification number 040-3-01-0061A ("Parcel 61A"), with the property interest conveyed to FCPA in the Deed attached hereto being the same as that conveyed to NVCT by deed dated April 6, 2009, and recorded on April 7, 2009, in the Land Records in Deed Book 20382 at page 0250:

Being all of that piece or parcel of land situate lying and being in the County of Fairfax, Virginia, also being part of Lot 61A, Block 1, Tax Map 40-3 and being more particularly described as follows:

Beginning at a point in the line of Taylor, a corner to Gaines; thence with the line of Taylor N. 28°18' W. 237.94' to a point a corner to a 31' outlet road; thence with said outlet road N. 61°42' E. 31' and N. 28°18' W. 139.38' to a point a corner to L. Ruckstuhl; thence with L. Ruckstuhl N. 61°42' E. 160.1' to a point in the line of Lewis; thence with Lewis S. 28°18' E. 377.32 to a point, a corner to Gaines; thence with Gaines S. 61°42' W. 191.1' to the point of beginning containing 1.5561 Acres; and

Beginning at a pipe in the line of L. Ruckstuhl, the said pipe being S. 28°18' E. 304.33 feet from the southeasterly side of Idylwood Road; thence with the L. Ruckstuhl S. 61°42' W. 160.1 feet to a pipe on the northeasterly side of a 31 foot road; thence with the said side of the road S. 28°18' E. 25.0 feet; thence departing from the road N. 61°42' E. 160.1 feet to a point in the line of L. Ruckstuhl; thence with the line of L. Ruckstuhl N. 28°18' W. 25.0 feet to the beginning. Containing 4,002 sq. ft. as more particularly shown on plat attached to Deed recorded in Deed Book 703, at Page 178 among the land records of Fairfax County, Virginia; and

Beginning at a pipe in the line of L. Ruckstuhl, the said pipe being S. 28°18' E. 329.33 feet from the southeasterly side of Idylwood Road; thence with the line of L. Ruckstuhl S. 28°18' E. 114.38 feet to a pipe a corner to H. Howell; thence with the line of H. Howell S. 61°42' W. 160.1 feet to the northeasterly side of an outlet road; thence with the said side of the road N. 28°18' W. 114.38 feet; thence departing from the road N. 61°42' E. 160.1 feet to the beginning, containing 0.4204 of an acre.

Subject to any and all easements, covenants, conditions, restrictions and other matters of record, insofar as they may legally affect the Property.

3. Parcel identification number 040-3-01-0064 ("Parcel 64"), with the property interest conveyed to FCPA in the Deed attached hereto being the same as that conveyed to NVCT by deed dated April 6, 2009, and recorded on April 7, 2009, in the Land Records in Deed Book 20382 at page 0246:

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Tax ID Nos. 0403-01-0059, 0061A, 0064, and 0065

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~~BK 22031-1503~~

Being all of that piece or parcel of land situate lying and being in the County of Fairfax, Virginia, also being part of Lot 64, Block 1, Tax Map 40-3 and being more particularly described as follows:

Beginning at a point marking the intersection of the South line of Idylwood Road and the East line of a 31' outlet road; thence with the South line of Idylwood Road, N. 61°29' E. 160.1' to a pipe; thence leaving Idylwood Road S. 28°18' E. 304.33' to a pipe; thence with a line common to the property being described and Francis Mitchell property, S. 61°42' W. 160.1 to a point in the East line of the above-mentioned outlet road; thence with the East line of said outlet road; thence with the East line of said outlet road, N. 28°18' W. 303.67' to the beginning, containing 48,670 square feet or 1.1173 acres, among the land records of Fairfax County, Virginia.

Subject to any and all easements, covenants, conditions, restrictions and other matters of record, insofar as they may legally affect the Property.

4. Parcel identification number 040-3-01-0065 ("Parcel 65"), with the property interest conveyed to FCPA in the Deed attached hereto being the same as that conveyed to NVCT by deed dated July 23, 2009, and recorded on July 28, 2009, in the Land Records in Deed Book 20617 at page 0746:

Being all of that piece or parcel of land situate lying and being in the County of Fairfax, Virginia, also being part of Lot 65, Block 1, Tax Map 40-3 and being more particularly described as follows:

Beginning at an iron pipe in the southerly right-of-way line of Idylwood Road (Rt. #695), a corner to the property of formerly Sarah Klock and currently Lindsay Drive Homeowners Association; thence leaving the southerly right-of-way line of said road and running with the westerly line of formerly Sarah Klock, S. 27°55'00" E. 421.41 feet to an iron pipe in the northerly line of Lot 59, Block 1, Tax Map 40-3, which Lot 59 is also being transferred from the Northern Virginia Conservation Trust to the Fairfax County Park Authority; thence running with the northerly line of Lot 59, S. 62°23'50" W. 204.87 feet to an iron pipe in the easterly line of now or formerly Mary E. Klock; thence running with the easterly line of now or formerly Mary E. Klock, N. 27°56'00" W. 419.09 feet to an iron pipe in the southerly right-of-way line of said Idylwood Road; thence with the southerly right-of-way line of Idylwood Road, S. 61°44'50" W. 205.00 feet to the point of beginning, containing 1.9771 acres, among the land records of Fairfax County, Virginia.

Subject to any and all easements, covenants, conditions, restrictions and other matters of record, insofar as they may legally affect the Property.

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Tax ID Nos. 0403-01-0059, 0061A, 0064, and 0065

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A COPY TESTE:
JOHN T. FREY, CLERK

BY: [Signature]
Deputy Clerk

12/20/2011
RECORDED FAIRFAX CO VA
TESTE: [Signature]
CLERK

01/19/2012
RECORDED FAIRFAX CO VA
TESTE: [Signature]
CLERK

